

Resident/Fellow Appointment Agreement

This Fellowship Appointment Agreement ("Agreement") is entered into and effective this 1st of July, 2008 by Baylor College of Medicine ("BCM") and Talat Mehmood Nazir, D.O., MD, DO

A. Appointment

BCM hereby appoints Trainee to BCM's Gastrointestinal Pathology Program. The term of this appointment is one year and will terminate on June 30th, 2009. All policies and procedures referenced in this Agreement are available on BCM's website at <http://intranet.bcm.tmc.edu/>.

B. Conditions of Appointment

1. Trainee agrees to comply with the following obligations:
 - a. To serve at BCM and its affiliated facilities;
 - b. To accept the duties, responsibilities, and rotations assigned by the Program Director;
 - c. To meet the Program's standards for learning and advancement including the objective demonstration of the acquisition of knowledge and skills;
 - d. To abide by the rules and regulations of BCM and the regulations of the hospitals to which assigned;
 - e. To conduct himself or herself ethically and morally in keeping with his or her position as a physician; and
 - f. To meet the conditions outlined in this Agreement.
2. BCM agrees to perform a series of administrative and educational functions for the benefit of both the Trainee and the Program. These functions include:
 - a. Payment of Trainee's salary;
 - b. Provision of employment related services;
 - c. Maintenance of necessary records;
 - d. Procurement and administration of the fringe benefits set out in this Agreement;
 - e. Provision of mechanisms for effective coordination of the Program among affiliated training sites.

C. Content of the Program

1. Responsibilities of Trainee.

The primary responsibility of the Trainee is the attainment of professional competence in his or her chosen field along with a sense of commitment to the practice of medicine and the safe, effective, ethical, and compassionate care and treatment of the patient as an individual. These goals are achieved through the Trainee's devoting himself or herself to his or her professional education in all of its ramifications, including supervised service to patients as well as emphasis on the scientific and objective studies of disease.

PRIMARY AFFILIATED TEACHING HOSPITALS

Private Institutions

St. Luke's Episcopal Hospital
Texas Children's Hospital
The Institute for Rehabilitation
and Research
The Menninger Clinic
The Methodist Hospital

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Public Institutions

Harris County Hospital District
Ben Taub General Hospital
Quentin Mease Community Hospital
Community Health Centers
Michael E. DeBakey
VA Medical Center

EXHIBIT
A

Lab/Res

Education and training are the principal objectives of the Program and the relationships established between faculty and Trainees are based upon mutual respect and collaboration toward those objectives. Responsibility in patient care is of prime importance in providing high quality graduate training, and thus as the Trainee progresses in training and competence, his or her responsibilities in care of patients will increase. In addition, Trainee shall be provided with an understanding of ethical, socioeconomic and medical/legal issues that affect the practice of medicine and of how to apply cost containment measures in the provision of patient care.

The functioning of a Trainee as a responsible physician and teacher is an integral part of postgraduate education. Each Trainee has the duty and responsibility to teach and to demonstrate his or her skill and knowledge to medical students and other Trainees. This duty includes supervising patient care and patient work-ups as well as demonstrating and teaching procedures commensurate with good patient care. The teaching aspect of being a Trainee is both a rewarding and unique responsibility and should be willingly accepted. (Policy Number 25.1.03)

2. Scope of Practice.

BCM recognizes that appropriate and optimal healthcare cannot be provided without the existence of a formal physician-patient relationship between the care provider and the recipient of that care. For this reason, Trainee should not provide medical care of any type (e.g., samples of medications, prescriptions, medical advice) to individuals with whom he or she does not have a physician-patient relationship. This should include Trainee, friends, family members, colleagues, and other work associates. Additionally, medical malpractice insurance provided for Trainee is only in effect for patient care provided within the scope of the Program.

D. Research and Intellectual Property

Trainee acknowledges that any and all inventions, discoveries, or other intellectual property that may arise from Trainee's research conducted as a component of the Program will be governed by BCM's Policy on Patents and Other Intellectual Property (Policy Number 20.8.1).

E. Quality Assurance

The Trainee will be informed of the various institutions' organizations for and methods of providing quality assurance. The Trainee will participate in the quality assurance activities of the clinical services to which he or she is assigned.

F. Medical Records and HIPAA

The Trainee is required to complete medical records in a timely manner. Mandatory components of the Program include: dictation of chart summaries, signing of patient orders, and compliance with the rules and regulations of the medical records departments of each affiliated institution to which the Trainee is assigned. Failure to complete medical records promptly and accurately indicates failure to deliver adequate care of patients and is considered grounds for corrective action.

Trainee must maintain the confidentiality of all personal health information of all patients. As such, Trainee must comply with all applicable state and federal laws regarding patient confidentiality including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its corresponding regulations ("HIPAA"). Trainee's breach of HIPAA shall be cause for BCM to terminate this Agreement.

G. Salary and Fringe Benefits

Subject to the terms of this Agreement, BCM will pay to the PGY VII Trainee an annual salary of a PGY VII \$52,321 which will be paid biweekly less any deductions required by law or authorized by the Trainee. The fringe benefits provided during the term of this appointment are set forth in Exhibit A and are administered through BCM.

Trainee will be responsible for securing his or her living quarters, transportation, and laundry service. If Trainee is taking in-house call, then adequate and appropriate living quarters and meals will be provided. Affiliated institutions will provide laundry services for contaminated personal protective clothing as required by Occupational Safety and Health Administration guidelines.

H. Moonlighting

Trainee will not be required to engage in professional activities outside the educational program ("moonlighting"). Moonlighting not related to the Program is permitted only with written approval of BCM's Associate Dean for Graduate Medical Education, upon recommendation of the Department Chairman/Division Head. Moonlighting related to the Program and supervised by BCM faculty and conducted within affiliated institutions is permitted with the written approval of the Department Chairman/Division Head. Only moonlighting related to the Program is covered by BCM Professional Liability Insurance.

All written approvals with respect to moonlighting will be included in the Trainee's file. The Program may initiate corrective action in the event moonlighting interferes with the ability of the Trainee to fulfill satisfactorily the obligations of the Program. Trainee's performance will be monitored for the effect of these activities on performance and adverse effects may lead to withdrawal of permission for Trainee to perform the activity.

I. Duty Hours

Trainee shall comply with BCM's Duty Hours Policy (Policy Number 25.1.03). Trainees are expected to limit their Program and Program-related moonlighting activities to the maximum number of hours weekly allowed by the Accreditation Council for Graduate Medical Education ("ACGME") policy, averaged over a four-week period. See attached summary from www.acgme.org.

J. Professional Fees

As a condition of acceptance to the Program, to the extent applicable to Trainee, all professional fees derived from services provided by the Trainee will accrue to BCM. The Trainee waives all rights to fees for professional services to patients, regardless of the level of participation in the care of those patients.

K. Licensure

Prior to assuming duties at BCM, Trainee must hold an active physician-in-training permit or medical license from the Texas Medical Board ("TMB"). Trainee must keep this permit or license active during the Trainee's participation in the Program. Trainee must satisfy the BCM credentialing requirements to be eligible to apply for a TMB permit or license. If Trainee's permit or license is not renewed in a timely fashion, Trainee will be suspended without pay until the appropriate permit or license has been obtained. Trainee will receive no credit for any training during the time his/her permit or license lapsed, and will not be paid a salary for any training time Trainee is required to make up as a result of a lapsed permit or license.

L. Evaluation and Reappointment

Trainees shall be evaluated fairly and objectively on the basis of his or her academic and clinical performance. The evaluation process shall include a written formal evaluation for each rotation or segment of the training program. Evaluations shall be made available for review to the Trainee in a timely manner. Trainees will also have a semi-annual evaluation with the program director. An end-of-training evaluation summary will be completed by the program director. Promotion shall be on the basis of academic and clinical performance. The Program shall have written policies for the evaluation and promotion of Trainees. Copies of these policies shall be made available to the Trainee and shall be provided to the Associate Dean for Graduate Medical Education.

Notification of intent to reappoint or not reappoint a Trainee shall be made by the Program no later than four months and no earlier than seven months before completion of the Trainee's term of appointment, provided that the Trainee is not on probationary status. The decision to reappoint or not to reappoint a Trainee on probation may be made during the period of probation or deferred until the end of the probationary period.

Any reappointment is conditioned upon the Trainee's appropriately and successfully completing training for the current year and continuing to meet the standards of the Program and department, and maintaining an active registration with the TMB. Upon receipt of an offer of reappointment, the Trainee shall notify the department chair of his or her intent to accept or decline the reappointment within 14 calendar days of receipt.

The Trainee shall sign a certification that he or she knows of nothing that would in any way inhibit or prohibit his or her ability to provide safe and proper medical care to patients since the last appointment or reappointment letter. This certification may be included in the reappointment letter.

Trainee has the right to appeal a decision of non-reappointment in accordance with the procedures outlined in BCM's Policy on Appeal of Non-Reappointment (Policy Number 25.1.09).

BCM shall have the right to offer reappointment without promotion, that is, to ask the Trainee to repeat part or all of the year, whether or not a Trainee is on probation. A decision

to offer reappointment may also be appealed in accordance with the procedures outlined in BCM's Policy on Appeal of Non-Reappointment (Policy Number 25.1.09). Reappointments of this type are to be paid at the level at which the Trainee is currently appointed.

M. Vacation and Leave of Absence

Trainee shall be subject to the BCM Policy on Vacations and Leave (Policy Number 25.1.06). The effect on Trainee's reappointment of any leave granted to Trainee will be determined in accordance with such policy.

N. Grievances

The Program encourages fair, efficient, and equitable solutions for problems that arise from the appointment of the Trainee to the Program. Trainees may grieve matters that involve pay, hours of work, working conditions, clinical assignments, issues related to the Program or faculty, or the interpretation of a rule, regulation, or policy. If a Trainee has a grievance, he or she should follow the process set forth in BCM's Policy on House Staff Complaints or Grievances (Policy Number 25.1.13).

O. Corrective Action

Any corrective action taken against Trainee shall be in accordance with BCM's Policies on Administrative Notice, Probation, Appeal of Probation, Suspension, Dismissal, Appeal of Dismissal and Conduct of Hearings (Policy Numbers 25.1.15 – 25.1.21).

P. Trainee Impairment and Assistance

BCM is a drug-free workplace. Trainee will comply with BCM's Policy on Substance and Alcohol Abuse (Policy Number 02.5.34 - Attached).

Q. Sexual Harassment

It is the policy of BCM to provide a work environment free from sexual harassment. If Trainee wishes to report an incident of sexual harassment, he or she should contact the Director of the Office of Graduate Medical Education, the Baylor Affirmative Action Manager, or a member of the Sexual Harassment Prevention Committee in accordance with BCM's Policy on Harassment (Policy Number 02.2.25).

R. Conditions of Separation

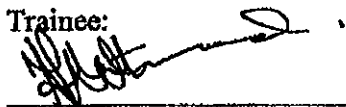
Trainee's appointment may be terminated at any time by BCM upon notice to Trainee due to (i) academic corrective action; (ii) Trainee's breach of this Agreement or any BCM policy; (iii) Trainee's failure to comply with applicable laws; (iv) Trainee's failure to progress in medical knowledge or skills as determined by the Program Director; or (v) the Program Director's determination that Trainee constitutes a threat to patient safety.

S. Discontinuation of Program or Reduction in Size

In the event that Trainee's Program is discontinued or reduced in size, the department and BCM will put forth reasonable effort to eliminate the Program or decrease the number of Trainees by attrition. That is, new Trainees will not be taken into the Program, but Trainees already in the Program will be offered the opportunity to complete their training at BCM. In those situations in which this is not possible, BCM and the department will make reasonable efforts to help the Trainee find a suitable position elsewhere.

Executed this 18th day of February, 2008, by:

Trainee:



Signature

Baylor College of Medicine



Thomas M. Wheeler, M.D.

Chairman

Department of Pathology

TALAT MEHMOOD NAZIR, MD, DO
Trainee Printed Name

Exhibit A
Fringe Benefits

1. **Professional Liability Insurance:** BCM operates a program of self-insurance ("Self-Insurance Program") to provide medical malpractice coverage for trainees at not cost to Trainee. Trainee is required to participate in the Self-Insurance Program. All costs are paid by BCM. The Self-Insurance Program grants coverage on an occurrence basis in limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate, and will respond to any claims and suits made against Trainee based on medical care that is rendered during the course and scope of his/her duties to BCM. Defense costs are included in the coverage. With occurrence coverage, the Self-Insurance Program will respond to a claim made after Trainee leaves BCM as long as the claim is based on treatment rendered during the formal training experience. The purchase of additional tail coverage is not necessary. Trainee may contact the Office of Risk Management (713-798-4509) for more information.

2. **Other Insurance and Fringe Benefits:** BCM provides certain core benefits to Trainees at no cost to the Trainee. Trainee is entitled following core benefits:
 - a. Comprehensive medical insurance through the BCM ResidentCare PPO
 - b. Dental insurance through the BCM Dental PPO
 - c. Psychiatric counseling service (includes up to 12 visits at no charge to Trainee)
 - d. Basic life insurance
 - e. Basic accidental death and dismemberment insurance
 - f. Long term disability insurance
 - g. Business travel accident insurance
 - h. Statutory benefits such as unemployment compensation, Workers' Compensation and Social Security

Detailed information on these insurance plans and on additional benefits available to Trainee (at Trainee's cost) can be found on the Human Resources section of BCM's website or from the BCM Human Resources office.

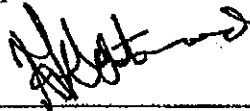
**OFFICE OF GRADUATE
MEDICAL EDUCATION**

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Houston, Texas 77030-3411
713-798-4620
713-798-4334 FAX

Name: Talat Mehmood Nazir, D.O. MD, DO
Specialty: Gastrointestinal Pathology
Starting Date: July 1st, 2008

NEW HOUSE OFFICER'S CERTIFICATION OF FITNESS FOR DUTY:

To my knowledge, I know of nothing that would in any way inhibit or prohibit my ability to provide safe and proper medical care to patients while I am training at Baylor.



Signature

February 18, 2008

Date

- * Your certification (signature and date) is required for initial appointment to the training program.

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